

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Michael J. Lindell
Karen A. Lindell asf
Twin Silver Inc.,**

BKY No.: 04-41269

Debtors.

NOTICE OF MOTION AND MOTION OBJECTING TO THE CLAIM OF WAYNE SALDEN

To: The United States Court, the United States Trustee, Dwight Lindquist and his attorney Patrick Hennessy and Wayne Salden, Claimant.

1. The above-named debtors move the court for the relief requested below and gives notice of hearing herewith pursuant to Bankruptcy Rule 3007.

2. The Court will hold a hearing on this motion at 9:30 am on October 26, 2005 in US Bankruptcy Court, Courtroom 8 West, 300 South 4th Street, Minneapolis, MN 55415.

3. Any response to this motion must be filed and served not later than October 19, 2005, which is seven days before the time set for hearing (excluding Saturdays, Sundays and legal holidays), or filed and served by mail not later than October 14, 2005, which is ten days before the time set for hearing (excluding Saturday, Sundays and legal holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. The court has jurisdiction over this motion pursuant to 28 U.S.C. Sections 157 and 1334. This proceeding is a core proceeding. The petition commencing this Chapter 7 case was filed on October 22, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. Section 726, Bankruptcy Rule 3007 and Local Rule 3007-1. This motion is filed under Bankruptcy Rule 9014 and Local Rule 9013-1. Movant requests relief with respect to the claim of Wayne Salden, claim number 4 amending claim number 2.

6. Debtors object to the claim of Wayne Salden and request that the court disallow the claim of Wayne Salden. Mr. Wayne Salden has no claim against the debtor or against Twin Silver Inc. (debtor's former corporation). All loans previous made by Mr. Wayne Salden to the debtors were repaid by the debtors between 1998 and 2001. Mr. Salden is not entitled to be paid by property of the estate. Mr. Salden's claim with attachments (6 pages) are attached hereto.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 04-41269
Chapter 7

Michael J. Lindell and
Karen A. Lindell,
Debtors.

AFFIDAVIT OF DEFENDANT MICHAEL J. LINDELL

STATE OF MINNESOTA

COUNTY OF CARVER

Michael J. Lindell, having been duly sworn under oath, deposes and states as follows:

1. I, Michael J. Lindell, Debtor above-named, hereby make this affidavit in support of my motion objecting to the claim of Wayne Salden (claim #4 amending claim #2)(hereinafter "Claimant").

2. Claimant and I have known each other since 1972 when we were both in seventh grade and we have been best friends for most of our lives. In 1989 claimant married by sister and they have a son together (they have since divorced). I have a son about the exact same age and they are best friends (and cousins). Our children are back and forth between our houses weekly.

3. In addition to our personal relationship we have both been bar and restaurant owners in Carver County for many years. We both know the same people personally and professionally. We were partners in two bars prior claimant's first car accident in 1997.

4. In 1997 claimant was drunk and jumped on the hood of a car as it was leaving our bar. Claimant suffered severe head injuries and was in a coma for a few weeks. It took a long time for him to recover. In the spring/summer of 1998 claimant received a \$30,000.00 settlement from

the owner of the car. Claimant's brother was appointed guardian. The funds, however, were put into a joint IDS account #0213-4003635-5 with claimant and me. Claimant agreed to make a personal loan to your affiant. This loan was really several loans grouped together over a short period of time and repaid over three years. The loans and repayments were structured as follows:

Loans	Date	Amount	Balance	Exhibit
	5/8/98	\$4000.00	\$4000.00	A (p.2)
	8/4/98	\$26,000.00	\$30,000.00	B (p.1)
	8/26/98	\$5000.00	\$35,000.00	A (p.2.)
	9/22/98	\$11,000.00	\$46,000.00	A (p.2)
Repayment	Date	Repayment	Balance	Exhibit
	6/20/98	\$1200.00	\$1200.00	C
	6/29/98	\$1000.00	\$2200.00	D
	8/3/98	\$18,000.00	\$20,200.00	E, A, B
	8/8/98	\$2333.60	\$22,533.60	F, G
	8/14/98	\$3700.00	\$26,233.60	H, A
	8/26/98	\$5000.00	\$31,233.60	I, A
	9/21/98	\$1000.00	\$32,233.60	A, G
	10/20/98	\$1000.00	\$33,233.60	A, J
	12/11/98	\$300.00	\$33,533.60	K
	11/98 – 10/01	\$17,100.00	\$50,633.60	L

All of the above payments can be proven with cancelled checks and bank statements. In addition, due to claimant's continual requests for more money (even though he had been paid in full), I gave him a boat, motor and trailer in December 2001 worth \$3500.00.

5. Claimant and your affiant never agreed to any interest on this loan and we never had a written promissory note. The promissory note that claimant asserts in this case is a second forgery. The first forgery had my name signed as Mike Lindell and I pointed out to claimant that I always signed my name as Michael J. Lindell. He therefore changed the note to include my middle initial and my full first name. This forged promissory note provides for 10% annual interest as does an amortization schedules claimant is attempting to enforce against me.

Claimant's amortization schedule fails to account for the payments made before October 1998 and it is therefore drastically incorrect.

6. Over the past three years claimant has had five or six different attorney contact me by phone or letter threatening to sue me for one reason or another. All of those lawyers have dropped claimant as a client when they realize there is no basis for his bogus claims. For example, I was contacted by one attorney threatening to sue me for my failure to pay a \$57.00 disability policy premium for claimant back in 1997. I was told that this payment bounced from my account (or my company account) which in turn caused claimant to lose his disability coverage which he could have collected on after his head injury. We checked my bank records and there never was such a check that was written nor that bounced. I would not have had any responsibility to make claimant disability policy premium. It was an absurd allegation that took weeks to disprove because I and another partner had to go over thousands of checks covering several years. I never heard back from that lawyer. It is interesting that between the time I transferred the boat, motor and trailer to claimant in December 2001 through the sale of my bar in May 2003 (1 ½ years) claimant never once claimed I owed him any money from the 1998 loan. He knows it was paid in full.

7. Shortly after the filing of this case claimant filed a 727 adversary proceeding to prevent my discharge. In September 2004, in preparation for trial in the dismissed adversary proceeding, claimant's deposition was taken. During that deposition claimant claimed his list of payments, Exhibit L, was kept every month from 1998 to 2001 and it was an original. It was subsequently shown that the spiral notebook that Exhibit L came from was published in 2001 (a clearly fraudulent document). It is clear that the promissory note came from the same spiral notebook and is just as clearly a fraudulent document and a forgery. Shortly thereafter claimant delivered

another alleged list of payments, identical to the one he testified at the deposition (with different colored pens), to his attorney. Claimant is a liar and fraud. His attorney quickly convinced the claimant to dismiss his adversary proceeding.

8. In the event of an evidentiary hearing I will testify and prove by written cancelled checks that this claim was paid in full before the end of 2001 and that I never signed the promissory note.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated 9/5/05

/e/ Michael J. Lindell

Financial Planning
Statement of Accounts
January 01, 1998 - January 10, 1999

NO: 00092 SBI: 0037200
Page 3 of 7

MR MICHAEL J LINDELL
C/O WAYNE SALDEN
15775 COUNTRY ROAD 043
CAMDEN NJ 08315

Total Value of Accounts 466,27

Financial Advisor
REDAID D HANNEY CFP
HANNEY, ETHE AND ASSOCIATES
A division of American Express Fin. Adv.
107 W 2ND Street
Camden NJ 08310-1907
612-442-6435

A summary of accounts	Value one year ago	Value last statement	Value this statement
Total value of assets	5.00	4661.26	4660.27

Mutual Funds

Cash Management A
MICHAEL J LINDELL
4101 0423 3400 5035 5 002 Not applicable 0501.26 4660.27

Values for accounts summarized above may vary because of market fluctuations, account activity or outstanding loans. Some values may be subject to surcharge charges, market value adjustments or other fees.

MR MICHAEL J LINDELL's client number:
Phone number:
Group number:

1394 5635 5 001
612-442-2457
0400 5635 2 001
01/00/1999

MS Cash Management Fund

NO: 00092 SBI: 0037200
Page 2 of 7

Description Information

MICHAEL J LINDELL 700
Account number: 0000 0021 3400 5635 5 002 Class A shares owned:
Tranpage ID: 477-76-6362
Accrued dividends: \$2.00

Value Information as of 01/00/1999

Value this statement: 4660.27
Current annualized yield: 4.032

Historical Information

Activity since:
Cash Inv to date: 03/26/1998
Total return components: 519,873.54
reinvest div 5142.17
cash div 5.00
accrued div 02.00
net gain/loss 5.00
Total returns: 5144.17
Cash withdrawals: 439,157.40
Account values: 4660.27

Current annualized yield: 4.032

Account activity

Date	Activity	Class of shares	Number of shares	Price per share	Dollar amount
03/26/98	Initial purchase	A	5,573.500	\$1.000	\$5,573.50
04/15/98	Draft redemption	A	200.000	\$1.000	\$200.00
04/17/98	Draft 1004	A	100.000	\$1.000	\$100.00
04/28/98	Draft 2105	A	100.000	\$1.000	\$100.00
04/28/98	Draft 2106	A	100.000	\$1.000	\$100.00
04/22/98	Draft redemption	A	100.000	\$1.000	\$100.00
04/22/98	Draft 1007	A	100.000	\$1.000	\$100.00
04/29/98	Draft 1008	A	22.500	\$1.000	\$22.50
04/29/98	Redeemed dividend at \$1.0017 per share	A	206.000	\$1.000	\$206.00
04/29/98	Draft 1010	A	10.000	\$1.000	\$10.00
06/07/98	Purchase	A	10,000.000	\$1.000	\$10,000.00
06/07/98	Purchase	A	3,334.000	\$1.000	\$3,334.00
06/07/98	Purchase cancellation	A	10,000.000	\$1.000	\$10,000.00
06/07/98	Purchase cancellation	A	3,334.000	\$1.000	\$3,334.00

Account activity					MO:0092 SED:007246 Page 3 of 7				
Date	Activity	Class of shares	Number of shares	Price per share	Dollar amount				
05/06/98	Draft redemption	A	4,000.000	\$1.000	\$4,000.00				
05/12/98	Draft 1012								
05/12/98	Draft redemption	A	420.000	\$1.000	\$420.00				
05/14/98	Draft 1013								
05/14/98	Draft redemption	A	200.000	\$1.000	\$200.00				
05/21/98	Draft 1014								
05/21/98	Draft redemption	A	100.000	\$1.000	\$100.00				
05/28/98	Draft 1015								
05/28/98	Reinvested dividend at \$1.000 per share	A	7.500	\$1.000	\$7.50				
06/02/98	Bank with purchase	A	1,000.000	\$1.000	\$1,000.00				
06/02/98	Reinvested dividend at \$1.000 per share	A	.650	\$1.000	\$0.65				
07/10/98	Draft redemption	A	1,000.000	\$1.000	\$1,000.00				
07/20/98	Draft 1019								
07/20/98	Bank with purchase	A	1,000.000	\$1.000	\$1,000.00				
07/21/98	Draft redemption	A	420.000	\$1.000	\$420.00				
07/24/98	Draft 1016								
07/24/98	Draft redemption	A	100.000	\$1.000	\$100.00				
07/27/98	Draft 1020								
07/27/98	Draft redemption	A	100.000	\$1.000	\$100.00				
07/29/98	Reinvested dividend at \$1.000 per share	A	5.070	\$1.000	\$5.07				
07/31/98	Draft 1021								
07/31/98	Draft redemption	A	400.000	\$1.000	\$400.00				
08/05/98	Purchase	A	1,000.000	\$1.000	\$1,000.00				
08/05/98	Draft redemption	A	10.000.000	\$1.000	\$10,000.00				
08/17/98	Draft 1022								
08/17/98	Draft redemption	A	100.000	\$1.000	\$100.00				
08/17/98	Draft 1023								
08/17/98	Draft redemption	A	100.000	\$1.000	\$100.00				
08/17/98	Draft 1024								
08/17/98	Draft redemption	A	200.000	\$1.000	\$200.00				
08/18/98	Draft 1025								
08/18/98	Draft redemption	A	3,500.000	\$1.000	\$3,500.00				
08/19/98	Draft 1026								
08/19/98	Draft redemption	A	2,400.000	\$1.000	\$2,400.00				
08/19/98	Draft 1027								
08/19/98	Draft redemption	A	120.000	\$1.000	\$120.00				
08/20/98	Bank with purchase	A	1,000.000	\$1.000	\$1,000.00				
08/20/98	Draft redemption	A	100.000	\$1.000	\$100.00				
08/20/98	Draft 1129								
08/20/98	Draft redemption	A	3,000.000	\$1.000	\$3,000.00				
08/22/98	Reinvested dividend at \$1.000 per share	A	47.360	\$1.000	\$47.36				

Account activity					MO:0092 SED:0017200 Page 4 of 7				
Date	Activity	Class of shares	Number of shares	Price per share	Dollar amount				
08/27/98	Bank redemption	A	200.000	\$1.000	\$200.00				
08/27/98	Draft 1031								
08/27/98	Draft redemption	A	300.000	\$1.000	\$300.00				
08/28/98	Purchase	A	0.700.000	\$1.000	\$670.00				
09/01/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/01/98	Draft 1033								
09/01/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/01/98	Draft 1034								
09/01/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/02/98	Draft 1035								
09/02/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/02/98	Draft 1036								
09/02/98	Draft redemption	A	2,000.000	\$1.000	\$2,000.00				
09/03/98	Draft 1037								
09/03/98	Draft redemption	A	327.400	\$1.000	\$327.40				
09/03/98	Draft 1038								
09/03/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/03/98	Draft 1039								
09/03/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/10/98	Draft 1042								
09/10/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/16/98	Draft 1043								
09/16/98	Draft redemption	A	420.000	\$1.000	\$420.00				
09/21/98	Bank with purchase	A	1,000.000	\$1.000	\$1,000.00				
09/22/98	Draft redemption	A	12,000.000	\$1.000	\$12,000.00				
09/22/98	Draft 1043								
09/22/98	Draft redemption	A	300.000	\$1.000	\$300.00				
09/23/98	Draft 1043								
09/23/98	Draft redemption	A	2,000.000	\$1.000	\$2,000.00				
09/25/98	Reinvested dividend at \$1.000 per share	A	52.490	\$1.000	\$52.49				
09/25/98	Draft redemption	A	350.000	\$1.000	\$350.00				
09/25/98	Draft 1044								
09/25/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/25/98	Draft 1045								
09/25/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/25/98	Draft 1046								
09/25/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/25/98	Draft 1047								
09/25/98	Draft redemption	A	150.000	\$1.000	\$150.00				
09/25/98	Bank with purchase	A	1,000.000	\$1.000	\$1,000.00				
09/25/98	Draft redemption	A	100.000	\$1.000	\$100.00				
09/27/98	Reinvested dividend at \$1.000 per share	A	5.310	\$1.000	\$5.31				

[illegible]

AD: 40092 SEQ: 0037206
Page 5 of 7

44:04092
 SED: 0057208
 Page 6 of 7

Service Information

please review your statement carefully. If you notice an error, please notify us immediately. Failure to notify us within 30 days will constitute your acceptance of the content. You may direct any questions to your [financial] adviser, or call your local service office at 612-525-4554. You may write to the American Express Financial Advisors Inc., ISB Tower 10, Minneapolis, MN 55440-0918.

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IRS (the Insurance Company is not, and is not required to be, a member of the Securities Investor Protection Corporation (SIPC).

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Portfolio Manager Changes:

Life Series Fund, Managed Portfolio-Douglas Duffy is replacing Betty Yablum as portfolio manager.

James Johnson is replacing guru Saliga as portfolio manager for IDS Small Company Index Fund, IDS Blue Chip Advantage Fund and IDS Research Opportunities Fund.

only Activity in 1999
JAN 12, 1999
Closed with 858.22
Sent to Wayne

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

from BANCAP Page 9 of 44
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PAGE: 1
DATE: 08/31/98 ACCOUNT: 7237



TELEPHONE: 612-443-2491

|||||

TWIN SILVER, INC.
KAREN A. LINDELL
MICHAEL J. LINDELL
PO BOX 418
VICTORIA MN 55386-0418

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27
145

BANK LOBBY HOURS
MON. -- THUR 8:00 AM TO 5:00 PM
FRI 8:00 AM TO 6:00 PM
*** SATURDAY 8:30 AM TO 12:00 NOON

BANK DRIVE-UP HOURS
MON. -- THUR 7:00 AM TO 5:00 PM
FRI. 7:00 AM TO 6:00 PM
SAT. 8:30 AM TO 12:00 NOON

DISCLOSURES FOR ALL VICTORIA STATE BANK'S DEPOSITORY ACCOUNTS ARE AVAILABLE AT OUR BANKING OFFICE LOCATED AT 1630 ARBORETUM BLVD., OR CALL 612/443-2491 TO HAVE DISCLOSURES MAILED TO YOU.
TELEBANK TRANSACTIONS MADE BEFORE 3:00 P.M. MON - FRI WILL BE CREDITED ON THE NEXT BUSINESS DAY. THE TRANSACTION AMOUNT WILL BE REFLECTED IN THE BALANCE IMMEDIATELY.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/98	2,562.04-
DEPOSIT		4,712.95	08/03/98	2,150.91
NSF FEE CHARGE	72.00		08/03/98	2,078.91
CHECK # 8915	100.00		08/03/98	1,978.91
CHECK # 8959	258.38		08/03/98	1,720.53
CHECK # 8977	347.00		08/03/98	1,373.53
CHECK # 8968	350.00		08/03/98	1,023.53
CHECK # 8964	424.25		08/03/98	599.28
CHECK # 8976	730.00		08/03/98	130.72-
CHECK # 8969	1,460.90		08/03/98	1,591.62-
DEPOSIT		26,000.00	08/04/98	24,408.38
NSF FEE CHARGE	54.00		08/04/98	24,354.38
CHECK # 8970	73.00		08/04/98	24,281.38
CHECK # 8974	288.22		08/04/98	23,993.16
CHECK # 8966	848.80		08/04/98	23,144.36
TO TONY SCHREMPP FOR MIKE LINDELL	2,000.00		08/04/98	21,144.36
PAYMENT TO LOAN LOAN 37686	476.79		08/04/98	20,667.57
DEPOSIT		765.45	08/05/98	21,433.02
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON				
08/04/98 AT 23:14	600.00		08/05/98	20,833.02
CHECK # 8971	122.00		08/05/98	20,711.02

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01 PAGE: 2
DATE: 08/31/98 ACCOUNT: 7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 8991	150.00		08/05/98	20,561.02
CHECK # 8999	321.00		08/05/98	20,240.02
CHECK # 8992	359.00		08/05/98	19,881.02
CHECK # 9000	391.00		08/05/98	19,490.02
CHECK # 8972	531.20		08/05/98	18,958.82
CHECK # 8994	538.00		08/05/98	18,420.82
CHECK # 8995	735.00		08/05/98	17,685.82
CHECK # 8981	875.10		08/05/98	16,810.72
DEPOSIT		3,560.80	08/06/98	20,371.52
RETURNED DEPOSIT ITEMS	75.00		08/06/98	20,296.52
CHECK # 8952	23.68		08/06/98	20,272.84
CHECK # 9004	41.55		08/06/98	20,231.29
CHECK # 8993	48.00		08/06/98	20,183.29
CHECK # 8955	368.00		08/06/98	19,815.29
CHECK # 8954	709.91		08/06/98	19,105.38
CHECK # 8439	3,000.00		08/06/98	16,105.38
CHECK # 8978	3,650.00		08/06/98	12,455.38
CHECK # 8979	18,000.00		08/06/98	5,544.62-
DEPOSIT		3,408.78	08/07/98	2,135.84-
RETURNED CHECK# 8439, INSUFFICIENT FUNDS		3,000.00	08/07/98	864.16
RETURNED CHECK# 8978, INSUFFICIENT FUNDS		3,650.00	08/07/98	4,514.16
CHECK HANDLING CHARGE	3.00		08/07/98	4,511.16
NSF FEE CHARGE	72.00		08/07/98	4,439.16
RETURNED DEPOSIT ITEMS	20.00		08/07/98	4,419.16
CHECK # 8984	261.01		08/07/98	4,158.15
CHECK # 9007	398.35		08/07/98	3,759.80
DEPOSIT		1,276.00	08/10/98	5,035.80
DEPOSIT		4,976.60	08/10/98	10,012.40
CHECK HANDLING CHARGE	3.00		08/10/98	10,009.40
RETURNED DEPOSIT ITEMS	25.00		08/10/98	9,984.40
IDS AMEX MPLS MN AUTH PMT 199808060220218	500.00		08/10/98	9,484.40
CHECK # 9018	51.80		08/10/98	9,432.60
CHECK # 9006	52.71		08/10/98	9,379.89
CHECK # 9008	53.34		08/10/98	9,326.55
CHECK # 9003	114.82		08/10/98	9,211.73
CHECK # 9002	126.65		08/10/98	9,085.08
CHECK # 9013	142.95		08/10/98	8,942.13
CHECK # 9011	163.20		08/10/98	8,778.93
CHECK # 8988	234.21		08/10/98	8,544.72
CHECK # 8986	310.26		08/10/98	8,234.46
CHECK # 8989	316.96		08/10/98	7,917.50
CHECK # 9012	395.00		08/10/98	7,522.50
CHECK # 9022	408.00		08/10/98	7,114.50
CHECK # 8990	411.41		08/10/98	6,703.09

* * * CONTINUED * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

3

DATE: 08/31/98

ACCOUNT:

7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 9023	421.00		08/10/98	6,282.09
CHECK # 8983	529.77		08/10/98	5,752.32
CHECK # 9024	700.00		08/10/98	5,052.32
CHECK # 8987	1,051.22		08/10/98	4,001.10
CHECK # 9009	1,513.00		08/10/98	2,488.10
DEPOSIT		2,162.79	08/11/98	4,650.89
CHECK # 9020	173.10		08/11/98	4,477.79
CHECK # 9021	243.63		08/11/98	4,234.16
CHECK # 9017	643.76		08/11/98	3,590.40
CHECK # 8439	3,000.00		08/11/98	590.40
DEPOSIT		3,754.00	08/12/98	4,344.40
CHECK # 9019	157.00		08/12/98	4,187.40
CHECK	1,794.00		08/12/98	2,393.40
CHECK # 9031	1,800.00		08/12/98	593.40
CHECK # 8978	3,650.00		08/12/98	3,056.60-
DEPOSIT		974.94	08/13/98	2,081.66-
RETURNED CHECK# 8978, INSUFFICIENT FUNDS		3,650.00	08/13/98	1,568.34
CHECK HANDLING CHARGE	3.00		08/13/98	1,565.34
NSF FEE CHARGE	54.00		08/13/98	1,511.34
RETURNED DEPOSIT ITEMS	250.00		08/13/98	1,261.34
CHECK	35.13		08/13/98	1,226.21
CHECK # 9026	987.00		08/13/98	239.21
CHECK # 9025	1,409.00		08/13/98	1,169.79-
DEPOSIT		1,091.88	08/14/98	77.91-
000000 TELEBANK XFER FROM REGULAR CHECKING 1025621 ON				
08/13/98 AT 21:43		700.00	08/14/98	622.09
NSF FEE CHARGE	36.00		08/14/98	586.09
CHECK # 8985	67.50		08/14/98	518.59
CHECK # 9032	157.23		08/14/98	361.36
CHECK # 9029	446.40		08/14/98	85.04-
DEPOSIT		604.54	08/17/98	519.50
DEPOSIT		1,717.00	08/17/98	2,236.50
DEPOSIT		2,133.80	08/17/98	4,370.30
MISCELLANEOUS DEBIT	500.00		08/17/98	3,870.30
NSF FEE CHARGE	18.00		08/17/98	3,852.30
CHECK # 9034	51.85		08/17/98	3,800.45
CHECK	72.62		08/17/98	3,727.83
CHECK # 9028	260.00		08/17/98	3,467.83
CHECK # 9035	299.00		08/17/98	3,168.83
CHECK # 9043	500.00		08/17/98	2,668.83
CHECK # 9040	589.00		08/17/98	2,079.83
PAYMENT TO LOAN LOAN 37938	610.27		08/17/98	1,469.56
DEPOSIT		2,196.61	08/18/98	3,666.17
CHECK HANDLING CHARGE	3.00		08/18/98	3,663.17
RETURNED DEPOSIT ITEMS	200.00		08/18/98	3,463.17

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

from BANCAP Page 12 of 44

002 21 01

PAGE:

4

DATE: 08/31/98

ACCOUNT:

7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

=====

BUSINESS CHECKING ACCOUNT 7237

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
AOL*SERVICE 089 8 19085952	26.95		08/18/98	3,436.22
CHECK # 9047	31.90		08/18/98	3,404.32
CHECK # 9037	48.00		08/18/98	3,356.32
CHECK # 9046	63.73		08/18/98	3,292.59
CHECK # 9033	397.77		08/18/98	2,894.82
CHECK # 9038	986.05		08/18/98	1,908.77
CHECK # 9050	1,000.00		08/18/98	908.77
DEPOSIT		3,313.60	08/19/98	4,222.37
CHECK # 9041	33.50		08/19/98	4,188.87
CHECK # 9042	164.20		08/19/98	4,024.67
CHECK # 9057	191.00		08/19/98	3,833.67
CHECK # 9045	213.17		08/19/98	3,620.50
CHECK # 9044	256.83		08/19/98	3,363.67
CHECK # 9036	350.00		08/19/98	3,013.67
CHECK # 9055	380.00		08/19/98	2,633.67
CHECK # 9056	575.00		08/19/98	2,058.67
CHECK # 8826	3,000.00		08/19/98	941.33-
DEPOSIT		2,644.24	08/20/98	1,702.91
NSF FEE CHARGE	54.00		08/20/98	1,648.91
IDS AMEX MPLS MN AUTH PMT 199808180161480				
	1,000.00		08/20/98	648.91
CHECK # 9054	33.90		08/20/98	615.01
CHECK # 9062	482.00		08/20/98	133.01
DEPOSIT		803.60	08/21/98	936.61
WENDELLS AUTO DEBIT 178702	16.95		08/21/98	919.66
CHECK # 9001	289.00		08/21/98	630.66
CHECK # 9059	632.30		08/21/98	1.64-
CHECK # 9048	648.00		08/21/98	649.64-
CHECK # 9051	722.00		08/21/98	1,371.64-
CHECK # 9052	1,216.00		08/21/98	2,587.64-
DEPOSIT		1,468.34	08/24/98	1,119.30-
DEPOSIT		3,368.40	08/24/98	2,249.10
NSF FEE CHARGE	72.00		08/24/98	2,177.10
CHECK # 9066	16.00		08/24/98	2,161.10
CHECK # 9077	21.00		08/24/98	2,140.10
CHECK # 9063	40.20		08/24/98	2,099.90
CHECK # 9065	53.65		08/24/98	2,046.25
CHECK # 9061	303.00		08/24/98	1,743.25
CHECK # 9070	350.00		08/24/98	1,393.25
CHECK # 9069	400.00		08/24/98	993.25
CHECK # 9068	440.00		08/24/98	553.25
CHECK # 9076	662.00		08/24/98	108.75-
CHECK # 9067	673.00		08/24/98	781.75-
CHECK # 9058	730.00		08/24/98	1,511.75-
CHECK # 8982	875.10		08/24/98	2,386.85-

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

5

DATE: 08/31/98

ACCOUNT:

7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 9075	1,033.00		08/24/98	3,419.85-
CHECK # 9053	1,049.29		08/24/98	4,469.14-
DEPOSIT		1,595.73	08/25/98	1,126.59
RETURNED CHECK# 9076, INSUFFICIENT FUNDS		662.00	08/25/98	1,788.59
RETURNED CHECK# 9067, INSUFFICIENT FUNDS		673.00	08/25/98	2,461.59
RETURNED CHECK# 9058, INSUFFICIENT FUNDS		730.00	08/25/98	3,191.59
RETURNED CHECK# 8982, INSUFFICIENT FUNDS		875.10	08/25/98	4,066.69
RETURNED CHECK# 9075, INSUFFICIENT FUNDS		1,033.00	08/25/98	5,099.69
RETURNED CHECK# 9053, INSUFFICIENT FUNDS		1,049.29	08/25/98	6,148.98
NSF FEE CHARGE	252.00		08/25/98	5,896.98
CHECK # 9071	34.80		08/25/98	5,862.18
CHECK # 9064	553.98		08/25/98	5,308.20
CHECK # 9074	762.94		08/25/98	4,545.26
DEPOSIT		1,970.15	08/26/98	6,515.41
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON				
08/26/98 AT 10:54	500.00		08/26/98	6,015.41
CHECK # 9081	18.00		08/26/98	5,997.41
CHECK # 9073	87.00		08/26/98	5,910.41
CHECK # 9087	113.98		08/26/98	5,796.43
CHECK # 9092	221.00		08/26/98	5,575.43
CHECK # 9072	1,720.65		08/26/98	3,854.78
DEPOSIT		471.00	08/27/98	4,325.78
DEPOSIT		1,920.75	08/27/98	6,246.53
CHECK # 9085	24.77		08/27/98	6,221.76
CHECK # 9103	34.00		08/27/98	6,187.76
CHECK # 9094	100.00		08/27/98	6,087.76
CHECK # 9100	190.00		08/27/98	5,897.76
CHECK # 9102	286.00		08/27/98	5,611.76
CHECK # 9080	373.00		08/27/98	5,238.76
CHECK # 9104	425.00		08/27/98	4,813.76
CHECK # 9099	580.00		08/27/98	4,233.76
CHECK # 9101	610.00		08/27/98	3,623.76
CHECK # 9067	673.00		08/27/98	2,950.76
CHECK # 9105	696.00		08/27/98	2,254.76
DEPOSIT		1,788.95	08/28/98	4,043.71
TWIN SILVER/ LOAN ADVANCE / VSB		19,774.00	08/28/98	23,817.71
CHECK HANDLING CHARGE	3.00		08/28/98	23,814.71
RETURNED DEPOSIT ITEMS	35.00		08/28/98	23,779.71
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON				
08/27/98 AT 21:58	500.00		08/28/98	23,279.71
CHECK # 9089	3.25		08/28/98	23,276.46
CHECK # 9083	16.22		08/28/98	23,260.24
CHECK # 9088	18.64		08/28/98	23,241.60
CHECK # 9079	50.00		08/28/98	23,191.60
CHECK # 9091	150.00		08/28/98	23,041.60

* * * CONTINUED * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exhibit C



TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCUIT, P.O. BOX 418
VICTORIA, MN 55386

8827

DATE 6-20-98

75-1032/919

PAY
TO THE
ORDER OF

Donna Hecksel

\$ 1200

One thousand two hundred



**VICTORIA
STATE BANK**

913-448-9491
VICTORIA, MN 55386

Identification:

6/20/98
\$1,200.00
DONNA HECHSEL

FOR

Karen A Lindell

⑈008827⑈ ⑆091910329⑆ 000 723 7⑈

⑈0000120000⑈

Exhibit D



TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCLIT, P.O. BOX 418
VICTORIA, MN 55388

8858

DATE

6/29/98

75-1032/919

PAY
TO THE
ORDER OF

Cash

one thousand and 7/10

\$ 1000.00

DOLLARS



**VICTORIA
STATE BANK**

612-443-2401
VICTORIA, MN 55388

FOR

Wayne

Acct #7237
Identification:

244 06/29/98

SD 01:19:58 PM
\$1,000.00 Tran Amt
LINDELL

Handwritten signature

⑈008858⑈ ⑆091910329⑆ 000 723 7⑈

⑈0000100000⑈

Exhibit E




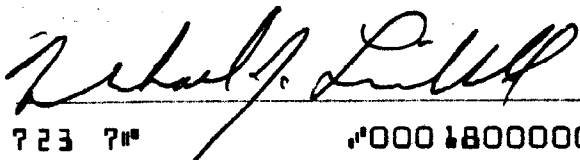



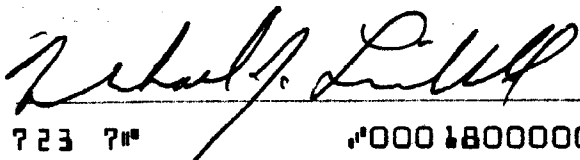
		TWIN SILVER, INC. PHONE 443-2542 7900 QUAMOCLIT, P.O. BOX 418 VICTORIA, MN 55386	8979
DATE <u>8/3/98</u>		75-1032/919	
PAY TO THE ORDER OF	<u>T.D.S. # 0213-4003635-5</u>		\$ <u>18,000⁰⁰</u>
<u>eighteen thousand and 00/100</u>		DOLLARS 	
 VICTORIA STATE BANK <small>615-448-2481 VICTORIA, MN 55386</small>			
FOR			
⑈008979⑈ ⑆091910329⑆ 000 723 7⑈		⑈0001800000⑈	

Exhibit E

		TWIN SILVER, INC. PHONE 443-2542 7900 QUAMOCLIT, P.O. BOX 418 VICTORIA, MN 55386	8979
DATE <u>8/3/98</u>		75-1032/919	
PAY TO THE ORDER OF	<u>T.D.S. # 0213-4003635-5</u>		\$ <u>18,000⁰⁰</u>
<u>eighteen thousand and 00/100</u>		DOLLARS 	
 VICTORIA STATE BANK <small>615-448-2481 VICTORIA, MN 55386</small>		<u></u>	
FOR			
⑈008979⑈ ⑆091910329⑆ 000 723 7⑈		⑈0001800000⑈	



TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCLIT, P.O. BOX 418
VICTORIA, MN 55386

8980

DATE 8/18/98

75-1032/919

PAY
TO THE
ORDER OF

Wayne Salden

\$ 2333.60

Two thousand three hundred thirty three and 60/100

DOLLARS



**VICTORIA
STATE BANK**
513-405-0401
VICTORIA, MN 55386

FOR

Charles L. L...

⑈008980⑈ ⑆091910329⑆ 000 723 7⑈

⑈0000233360⑈

Wp Salden
22006083

0104121

98

0910-0008-0
460047609
09-24-98
8382 8397
18

0910-0008-0
460047609
09-24-98
8382 8397
18

092298012801000071

from BANK of America Page 21 of 21

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

4

DATE: 09/30/98

ACCOUNT:

7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
AOL*SERVICE 099 8 65918892	26.95		09/18/98	2,322.72
CHECK # 9163	532.13		09/18/98	1,790.59
CHECK # 9156	709.91		09/18/98	1,080.68
DEPOSIT		5,972.60	09/21/98	7,053.28
CHECK HANDLING CHARGE	3.00		09/21/98	7,050.28
RETURNED DEPOSIT ITEMS	162.95		09/21/98	6,887.33
IDS AMEX MPLS MN AUTH PMT 199809170190402	1,000.00		09/21/98	5,887.33
CHECK # 9199	54.26		09/21/98	5,833.07
CHECK # 9205	77.70		09/21/98	5,755.37
CHECK # 9206	120.00		09/21/98	5,635.37
CHECK # 9224	258.00		09/21/98	5,377.37
CHECK # 9218	350.00		09/21/98	5,027.37
CHECK # 9225	389.00		09/21/98	4,638.37
CHECK # 9202	472.25		09/21/98	4,166.12
CHECK # 9220	530.05		09/21/98	3,636.07
CHECK # 9226	604.00		09/21/98	3,032.07
CHECK # 9196	626.25		09/21/98	2,405.82
CHECK # 9203	925.00		09/21/98	1,480.82
CHECK # 9130	2,500.00		09/21/98	1,019.18-
DEPOSIT		1,400.00	09/22/98	380.82
DEPOSIT		2,000.00	09/22/98	2,380.82
CHECK HANDLING CHARGE	3.00		09/22/98	2,377.82
NSF FEE CHARGE	54.00		09/22/98	2,323.82
RETURNED DEPOSIT ITEMS	50.00		09/22/98	2,273.82
CHECK # 9222	42.20		09/22/98	2,231.62
CHECK # 9212	50.04		09/22/98	2,181.58
CHECK # 9217	60.00		09/22/98	2,121.58
CHECK # 9175	100.00		09/22/98	2,021.58
CHECK # 9227	100.00		09/22/98	1,921.58
CHECK # 9219	119.70		09/22/98	1,801.88
CHECK # 9221	137.00		09/22/98	1,664.88
CHECK # 9223	497.62		09/22/98	1,167.26
CHECK # 9200	543.10		09/22/98	624.16
CHECK # 9204	566.03		09/22/98	58.13
DEPOSIT		790.85	09/23/98	848.98
VICTORIA BANK CHECK/ACC.	83.11		09/23/98	765.87
CHECK # 9211	51.97		09/23/98	713.90
CHECK # 9208	85.28		09/23/98	628.62
CHECK # 9214	184.00		09/23/98	444.62
CHECK # 9157	287.50		09/23/98	157.12
CHECK # 9213	292.21		09/23/98	135.09-
CHECK # 9201	385.00		09/23/98	520.09-
CHECK # 9245	800.00		09/23/98	1,320.09-
CHECK # 9180	875.10		09/23/98	2,195.19-

* * * CONTINUED * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386002 21 01 PAGE: 5
DATE: 09/30/98 ACCOUNT: 7237

A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

=====

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
DEPOSIT		4,376.75	09/24/98	2,181.56
RETURNED CHECK# 9213, INSUFFICIENT FUNDS		292.21	09/24/98	2,473.77
RETURNED CHECK# 9201, INSUFFICIENT FUNDS		385.00	09/24/98	2,858.77
RETURNED CHECK# 9245, INSUFFICIENT FUNDS		800.00	09/24/98	3,658.77
RETURNED CHECK# 9180, INSUFFICIENT FUNDS		875.10	09/24/98	4,533.87
NSF FEE CHARGE	144.00		09/24/98	4,389.87
CHECK # 9229	45.00		09/24/98	4,344.87
CHECK # 9231	469.00		09/24/98	3,875.87
CHECK # 9237	472.00		09/24/98	3,403.87
CHECK # 9232	486.00		09/24/98	2,917.87
CHECK # 9228	729.00		09/24/98	2,188.87
CHECK # 9230	819.00		09/24/98	1,369.87
CHECK # 9233	1,000.00		09/24/98	369.87
CHECK # 9238	2,000.00		09/24/98	1,630.13-
CHECK # 8980	2,333.60		09/24/98	3,963.73-
PAYMENT TO LOAN LOAN 38142	600.00		09/24/98	4,563.73-
DEPOSIT		650.00	09/25/98	3,913.73-
DEPOSIT		4,153.21	09/25/98	239.48
NSF FEE CHARGE	108.00		09/25/98	131.48
AOL LONG DIST LONGDISTNC 75805766				
	4.90		09/25/98	126.58
CHECK # 9209	100.00		09/25/98	26.58
CHECK # 9210	100.00		09/25/98	73.42-
CHECK # 9240	437.05		09/25/98	510.47-
CHECK # 9241	2,000.00		09/25/98	2,510.47-
DEPOSIT		3,821.28	09/28/98	1,310.81
NSF FEE CHARGE	54.00		09/28/98	1,256.81
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON				
09/28/98 AT 13:14	200.00		09/28/98	1,056.81
CHECK # 9243	21.00		09/28/98	1,035.81
CHECK # 9250	300.00		09/28/98	735.81
CHECK # 9253	509.00		09/28/98	226.81
CHECK # 9254	534.00		09/28/98	307.19-
CHECK # 9236	570.20		09/28/98	877.39-
CHECK # 9249	2,623.55		09/28/98	3,500.94-
DEPOSIT		7,500.00	09/29/98	3,999.06
NSF FEE CHARGE	72.00		09/29/98	3,927.06
CHECKING DEPOSIT CORRECTION	20.00		09/29/98	3,907.06
CHECK # 9239	34.00		09/29/98	3,873.06
CHECK # 9247	168.00		09/29/98	3,705.06
CHECK # 9251	277.67		09/29/98	3,427.39
CHECK # 9242	286.47		09/29/98	3,140.92
CHECK # 9180	875.10		09/29/98	2,265.82
DEPOSIT		1,004.75	09/30/98	3,270.57
DEPOSIT		2,407.97	09/30/98	5,678.54

* * * CONTINUED * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exhibit H





	TWIN SILVER, INC. PHONE 443-2542 7900 QUAMOCLIT, P.O. BOX 418 VICTORIA, MN 55386	9039
DATE <u>8-14</u>		75-1032/919
PAY TO THE ORDER OF <u>Wayne Salden</u>		\$3700 ⁰⁰
<u>Three thousand seven hundred & 70/100</u>		DOLLARS
	VICTORIA STATE BANK 012-443-9491 VICTORIA, MN 55386	
FOR <u>Karen A. Lindell</u>		
#009039# :091910329: 000 723 71#		#0000370000#

Exhibit I

		TWIN SILVER, INC. PHONE 443-2542 7900 QUAMOCLIT, P.O. BOX 418 VICTORIA, MN 55386	9106
DATE		8/26/98	75-1032/919
PAY TO THE ORDER OF	IDS# 0213-400 3635-5		\$5000 ⁰⁰
five thousand and 19/100		DOLLARS	
		VICTORIA STATE BANK 012-443-2491 VICTORIA, MN 55386	
FOR	Charles L. Lill		
#009106#		#091910329#	000 723 7#
		#0000500000#	

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

4

DATE: 10/30/98

ACCOUNT:

7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

===== BUSINESS CHECKING ACCOUNT 7237 =====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
DEPOSIT		580.00	10/19/98	682.64-
DEPOSIT		1,650.88	10/19/98	968.24
DEPOSIT		2,784.35	10/19/98	3,752.59
NSF FEE CHARGE	90.00		10/19/98	3,662.59
CHECK # 9343	31.00		10/19/98	3,631.59
CHECK # 9333	33.85		10/19/98	3,597.74
CHECK # 9318	50.00		10/19/98	3,547.74
CHECK # 9335	51.80		10/19/98	3,495.94
CHECK # 9317	127.47		10/19/98	3,368.47
CHECK # 9330	130.61		10/19/98	3,237.86
CHECK # 9336	157.23		10/19/98	3,080.63
CHECK # 9331	202.35		10/19/98	2,878.28
CHECK # 9342	394.00		10/19/98	2,484.28
CHECK	427.50		10/19/98	2,056.78
CHECK # 9341	529.60		10/19/98	1,527.18
CHECK # 9344	689.00		10/19/98	838.18
DEPOSIT		1,274.60	10/20/98	2,112.78
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON				
10/19/98 AT 22:31	200.00		10/20/98	1,912.78
AOL*SERVICE 109 8 14067756	26.95		10/20/98	1,885.83
IDS AMEX MPLS MN AUTH PMT 199810160160062				
	1,000.00		10/20/98	885.83
CHECK # 9338	66.00		10/20/98	819.83
CHECK # 9339	73.60		10/20/98	746.23
CHECK # 9310	136.07		10/20/98	610.16
CHECK # 9326	152.40		10/20/98	457.76
CHECK # 9340	335.27		10/20/98	122.49
DEPOSIT		3,639.00	10/21/98	3,761.49
TWIN SILVER / VICTORIA LIONS CLUB				
	1,433.00		10/21/98	2,328.49
CHECK # 9328	61.00		10/21/98	2,267.49
CHECK # 9323	83.25		10/21/98	2,184.24
CHECK # 9312	100.00		10/21/98	2,084.24
CHECK # 9325	139.00		10/21/98	1,945.24
CHECK # 9337	350.00		10/21/98	1,595.24
CHECK # 9361	378.00		10/21/98	1,217.24
CHECK # 9363	680.00		10/21/98	537.24
CHECK # 9353	851.87		10/21/98	314.63-
CHECK # 9368	1,351.00		10/21/98	1,665.63-
DEPOSIT		588.95	10/22/98	1,076.68-
RETURNED CHECK# 9328, INSUFFICIENT FUNDS		61.00	10/22/98	1,015.68-
RETURNED CHECK# 9323, INSUFFICIENT FUNDS		83.25	10/22/98	932.43-
RETURNED CHECK# 9312, INSUFFICIENT FUNDS		100.00	10/22/98	832.43-
RETURNED CHECK# 9325, INSUFFICIENT FUNDS		139.00	10/22/98	693.43-
RETURNED CHECK# 9337, INSUFFICIENT FUNDS		350.00	10/22/98	343.43-

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

4

DATE: 11/30/98

ACCOUNT:

7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

=====

BUSINESS CHECKING ACCOUNT 7237

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON				
11/19/98 AT 04:50	200.00		11/19/98	3,652.40
CHECK	220.00		11/19/98	3,432.40
CHECK # 9439	276.10		11/19/98	3,156.30
DEPOSIT		615.00	11/20/98	3,771.30
DEPOSIT		725.03	11/20/98	4,496.33
IDS AMEX MPLS MN AUTH PMT 199811180160067				
	500.00		11/20/98	3,496.33
CHECK # 9453	500.00		11/20/98	2,996.33
DEPOSIT		3,514.41	11/23/98	6,510.74
CHECK # 9433	69.99		11/23/98	6,440.75
CHECK # 9456	472.20		11/23/98	5,968.55
CHECK # 9431	500.00		11/23/98	5,468.55
CHECK # 9451	1,183.00		11/23/98	4,285.55
DEPOSIT		699.39	11/24/98	4,984.94
DEPOSIT		2,901.53	11/24/98	7,886.47
CHECK HANDLING CHARGE	3.00		11/24/98	7,883.47
RETURNED DEPOSIT ITEMS	2,900.00		11/24/98	4,983.47
AOL LONG DIST LONGDISTNC 78707362				
	9.57		11/24/98	4,973.90
CHECK # 9459	90.80		11/24/98	4,883.10
CHECK # 9461	157.23		11/24/98	4,725.87
CHECK # 9457	320.00		11/24/98	4,405.87
CHECK # 9463	349.40		11/24/98	4,056.47
CHECK # 9458	350.00		11/24/98	3,706.47
PAYMENT TO LOAN LOAN 38142	600.00		11/24/98	3,106.47
DEPOSIT		839.00	11/25/98	3,945.47
DEPOSIT		1,120.00	11/25/98	5,065.47
CHECK # 9460	719.55		11/25/98	4,345.92
COMBINED INS INS PREM N7971851	49.00		11/25/98	4,296.92
CHECK # 9442	35.00		11/25/98	4,261.92
CHECK # 9464	584.00		11/25/98	3,677.92
CHECK # 9466	875.10		11/25/98	2,802.82
DEPOSIT		2,513.60	11/27/98	5,316.42
CHECK # 9470	28.86		11/27/98	5,287.56
CHECK	472.35		11/27/98	4,815.21
DEPOSIT		3,625.00	11/30/98	8,440.21
CHECK # 9472	558.18		11/30/98	7,882.03
SERVICE CHARGE	53.74		11/30/98	7,828.29
BALANCE THIS STATEMENT			11/30/98	7,828.29

TOTAL CREDITS (39) 53,582.65 AVERAGE BALANCE 2,086.34

TOTAL DEBITS (105) 46,897.84

TAX ID NUMBER 41-1659211

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCUIT, P.O. BOX 418
VICTORIA, MN 55386

9540

470006229 8093 9089 18
420005814 8374 8456 01/11-98

DATE 01/11-98 75-1032/919

PAY
TO THE
ORDER OF

Wayne Salden

\$ 300.00

three hundred dollars & no/100

POLARS



612-448-2461
VICTORIA, MN 55386

FOR

Karen A. Lindell

⑈009540⑈ ⑆091910329⑆ 000 723 7⑈

⑈0000030000⑈

5,000
 1,000
 12,250
 12,000

Start of Loan Aug 1 1998

30,250

	20 th Sept	Auto Draw Returned to mike	no payment
	20 th Oct	Auto Draw Returned to mike	no payment
1	20 th Nov	Auto Draw	1,000
2	24 th Dec	Check	1,000
3	28 th Jan	Check start 1999	1,000
4	23 rd Feb	Check	1,000
5	27 th March	Check	1,000
6	21 st April	Check	1,000
	May	no payment	
	June	no payment	
	July	no payment	
7	25 th August	Check	1,000
	September	no payment	
	October	no payment	
8	23 rd November		1,000
9	27 th December		1,000
10	20 th Jan	start 2000 Check	1,000
	Feb	no payment	
11	21 st March	check	1,000
12	20 th April	check	1,000
13	23 rd May	check	1,000
14	20 th June	check	1,000
15	July	paid Aug 5 th	1,000
	August	no payment	
	September	no payment	

5,000
 1,000
 12,250
 12,000

Start of Loan Aug 1 1998

30,250

	20 th Sept	Auto Draw Returned to mike	no payment
	20 th Oct	Auto Draw Returned to mike	no payment
1	20 th Nov	Auto Draw	1,000
2	24 th Dec	Check	1,000
3	28 th Jan	Check start 1999	1,000
4	23 rd Feb	Check	1,000
5	27 th March	Check	1,000
6	21 st April	Check	1,000
	May	no payment	
	June	no payment	
	July	no payment	
7	25 th August	Check	1,000
	September	no payment	
	October	no payment	
8	23 rd November		1,000
9	27 th December		1,000
10	20 th Jan	start 2000 Check	1,000
	Feb	no payment	
11	21 st March	check	1,000
12	20 th April	check	1,000
13	23 rd May	check	1,000
14	20 th June	check	1,000
15	July paid Aug 5 th		1,000
	August	no payment	
	September	no payment	

October 4 th	check	500. ⁰⁰
October 22 nd	check	500. ⁰⁰
November 26 th	check	500. ⁰⁰
December	no payment	
Jan	start 2001 no payment	
February	no payment	
March	no payment	
April	no payment	
May	no payment	
June	no payment	
July	no payment	
Aug 22 nd	300. ⁰⁰	300. ⁰⁰
Oct 24 th	300. ⁰⁰	300. ⁰⁰

Total paid so far 17,100.⁰⁰



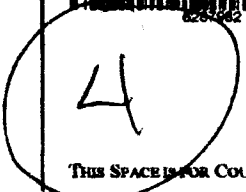
7. If testimony is necessary, the debtors will testify to support their motion including all matters stated in the debtor's affidavit and to lay foundation for all exhibits and evidence.. Their address is 1023 Sunny ridge Drive, Carver, MN 55315. The debtor may also call an expert handwriting witness, the name of whom has not yet been determined, who will prove that the signature on the promissory note is a forgery.

WHEREFORE, the debtors move this court to disallow the claim of Wayne Salden and for such other relief as may be just and equitable.

Dated: 9/13/05

Mark L. Soule, Attorney for Debtors
816 West St. Germain Suite 503
St. Cloud, MN 56301 Reg. #172078
320-251-0999

FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA (MINNEAPOLIS)		PROOF OF CLAIM Received MAY 20 2005 BANKRUPTCY COURT
Name of Debtor MICHAEL J LINDELL KAREN A LINDELL	Case Number 04-41269	 04-41269  226462  THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): WAYNE ALLEN SALDEN	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent: WAYNE ALLEN SALDEN 15775 CO RD 43 CARVER MN 55315-9650	Telephone Number: 952-361-0809	
Account or other number by which creditor identifies debtor:	Check here if <input checked="" type="checkbox"/> replaces this claim <input type="checkbox"/> amends a previously filed claim, dated: 2/2004	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ <input type="checkbox"/> Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: AUG. 1st 1998		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ 24,500 (unsecured) <u>promissory note</u> 25,470.30 (secured) (priority) (total) If all or part of your claim is secured or entitled to priority, also complete item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>promissory note signed</u> Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ 25,470.30		7. Unsecured Priority Claim. <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ 25,470.30 Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Unsecured Nonpriority Claim \$ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		Send claims to: U.S. Bankruptcy Court 301 U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415
Date 5/16/05	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Wayne Allen Salden <u>Wayne Allen Salden</u>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

For CHAPTER 7, 11 or 12 CASES filed on or after April 1, 2004

Start Amount \$30,000

Loan start August 1st 1998

This is An agreement between Mike Lindell
and Wayne Salden

Mike Lindell agrees to pay to Wayne Salden
\$1,000 per month on the 20th of each
month till the loan is paid in full.
The interest that was agreed upon
is 10%

mike Lindell
Wayne Salden

Mike Lindell
Wayne Salden

WAYNE SALDEN		
MIKE LINDELL LOAN		
BALANCE AS OF MARCH 1, 2004		
BALANCE DUE		
Principal	\$19,672.80	
Accumulated Interest	\$5,797.70	
Total Amount Due		\$25,470.50
The principal and accumulated interest amounts shown above are from page 3 of the attached amortization schedule.		
The above amounts represent the total amount due as of March 1, 2004.		
No interest has been accrued from February 21, 2004 through March 1, 2004 because the scheduled payment due date is the 20th of each month.		

WAYNE SALDEN
MIKE LINDELL LOAN
AMORTIZATION SCHEDULE

PAGE 1 OF 3									
Start Date Of Loan	Annual Interest Rate	Payments Due	Event	Loan	August 1, 1998	10.00%	\$1,000.00 Per Month	On The 20th of Each Month	
					Start Date	Amount			
					8/1/1998	\$30,250.00			
INTEREST									
PRINCIPAL									
Date	Actual Payment	Current Month Interest	Cumulative Interest Due	Payment Applied To Interest	Net Cumulative Interest	Payment Applied To Principal	Principal Balance		
Loan 8/1/1998							\$30,250.00		
1. 9/20/1998	\$0.00	\$422.67	\$422.67	\$0.00	\$422.67	\$0.00	\$30,250.00		
2. 10/20/1998	\$0.00	\$248.63	\$671.30	\$0.00	\$671.30	\$0.00	\$30,250.00		
3. 11/20/1998	\$1,000.00	\$256.92	\$928.22	\$928.22	(\$0.00)	\$71.78	\$30,178.22		
4. 12/20/1998	\$1,000.00	\$248.04	\$248.04	\$248.04	\$0.00	\$751.96	\$29,426.26		
Total 1998	\$2,000.00	\$1,176.26		\$1,176.26		\$823.74			
5. 1/20/1999	\$1,000.00	\$249.92	\$249.92	\$249.92	\$0.00	\$750.08	\$28,676.18		
6. 2/20/1999	\$1,000.00	\$243.55	\$243.55	\$243.55	\$0.00	\$756.45	\$27,919.73		
7. 3/20/1999	\$1,000.00	\$214.18	\$214.18	\$214.18	(\$0.00)	\$785.82	\$27,133.91		
8. 4/20/1999	\$1,000.00	\$230.45	\$230.45	\$230.45	\$0.00	\$769.55	\$26,364.36		
9. 5/20/1999	\$0.00	\$216.69	\$216.69	\$0.00	\$216.69	\$0.00	\$26,364.36		
10. 6/20/1999	\$0.00	\$223.92	\$440.61	\$0.00	\$440.61	\$0.00	\$26,364.36		
11. 7/20/1999	\$0.00	\$216.69	\$657.30	\$0.00	\$657.30	\$0.00	\$26,364.36		
12. 8/20/1999	\$1,000.00	\$223.92	\$881.22	\$881.22	(\$0.00)	\$118.78	\$26,245.58		
13. 9/20/1999	\$0.00	\$222.91	\$222.91	\$0.00	\$222.91	\$0.00	\$26,245.58		
14. 10/20/1999	\$0.00	\$215.72	\$438.62	\$0.00	\$438.62	\$0.00	\$26,245.58		
15. 11/20/1999	\$1,000.00	\$222.91	\$661.53	\$661.53	\$0.00	\$338.47	\$25,907.11		
16. 12/20/1999	\$1,000.00	\$212.94	\$212.94	\$212.94	(\$0.00)	\$787.06	\$25,120.05		
Total 1999	\$7,000.00	\$2,693.79		\$2,693.79		\$4,306.21			

WAYNE SALDEN												
MIKE LINDELL LOAN												
AMORTIZATION SCHEDULE												
PAGE 2 OF 3												
Date	Actual Payment	INTEREST				PRINCIPAL				Net Cumulative Interest	PRINCIPAL	
		Current Month Interest	Cumulative Interest Due	Payment To Interest	Payment To Principal	Payment To Principal	Principal Balance					
17. 1/20/2000	\$1,000.00	\$213.35	\$213.35	\$213.35	\$786.65	\$786.65	\$24,333.40	(\$0.00)	\$786.65	\$786.65	\$24,333.40	
18. 2/20/2000	\$0.00	\$206.67	\$206.67	\$0.00	\$0.00	\$0.00	\$24,333.40	\$206.67	\$0.00	\$0.00	\$24,333.40	
19. 3/20/2000	\$1,000.00	\$193.33	\$400.00	\$400.00	\$600.00	\$600.00	\$23,733.40	\$0.00	\$600.00	\$600.00	\$23,733.40	
20. 4/20/2000	\$1,000.00	\$201.57	\$201.57	\$201.57	\$798.43	\$798.43	\$22,934.97	\$0.00	\$798.43	\$798.43	\$22,934.97	
21. 5/20/2000	\$1,000.00	\$188.51	\$188.51	\$188.51	\$811.49	\$811.49	\$22,123.48	(\$0.00)	\$811.49	\$811.49	\$22,123.48	
22. 6/20/2000	\$1,000.00	\$187.90	\$187.90	\$187.90	\$812.10	\$812.10	\$21,311.38	(\$0.00)	\$812.10	\$812.10	\$21,311.38	
23. 7/20/2000	\$1,000.00	\$175.16	\$175.16	\$175.16	\$824.84	\$824.84	\$20,486.54	\$0.00	\$824.84	\$824.84	\$20,486.54	
24. 8/20/2000	\$0.00	\$174.00	\$174.00	\$0.00	\$0.00	\$0.00	\$20,486.54	\$174.00	\$0.00	\$0.00	\$20,486.54	
25. 9/20/2000	\$0.00	\$174.00	\$347.99	\$0.00	\$0.00	\$0.00	\$20,486.54	\$347.99	\$0.00	\$0.00	\$20,486.54	
26. 10/20/2000	\$1,000.00	\$168.38	\$516.37	\$516.37	\$483.63	\$483.63	\$20,002.91	\$0.00	\$483.63	\$483.63	\$20,002.91	
27. 11/20/2000	\$500.00	\$169.89	\$169.89	\$169.89	\$330.11	\$330.11	\$19,672.80	(\$0.00)	\$330.11	\$330.11	\$19,672.80	
28. 12/20/2000	\$0.00	\$161.69	\$161.69	\$0.00	\$0.00	\$0.00	\$19,672.80	\$161.69	\$0.00	\$0.00	\$19,672.80	
Total 2000	\$7,500.00	\$2,214.44		\$2,052.75	\$5,447.25	\$5,447.25			\$5,447.25			
29. 1/20/2001	\$0.00	\$167.08	\$328.78	\$0.00	\$0.00	\$0.00	\$19,672.80	\$328.78	\$0.00	\$0.00	\$19,672.80	
30. 2/20/2001	\$0.00	\$167.08	\$495.86	\$0.00	\$0.00	\$0.00	\$19,672.80	\$495.86	\$0.00	\$0.00	\$19,672.80	
31. 3/20/2001	\$0.00	\$150.91	\$646.78	\$0.00	\$0.00	\$0.00	\$19,672.80	\$646.78	\$0.00	\$0.00	\$19,672.80	
32. 4/20/2001	\$0.00	\$167.08	\$813.86	\$0.00	\$0.00	\$0.00	\$19,672.80	\$813.86	\$0.00	\$0.00	\$19,672.80	
33. 5/20/2001	\$0.00	\$161.69	\$975.56	\$0.00	\$0.00	\$0.00	\$19,672.80	\$975.56	\$0.00	\$0.00	\$19,672.80	
34. 6/20/2001	\$0.00	\$167.08	\$1,142.64	\$0.00	\$0.00	\$0.00	\$19,672.80	\$1,142.64	\$0.00	\$0.00	\$19,672.80	
35. 7/20/2001	\$0.00	\$161.69	\$1,304.33	\$0.00	\$0.00	\$0.00	\$19,672.80	\$1,304.33	\$0.00	\$0.00	\$19,672.80	
36. 8/20/2001	\$300.00	\$167.08	\$1,471.42	\$300.00	\$0.00	\$0.00	\$19,672.80	\$1,171.42	\$0.00	\$0.00	\$19,672.80	
37. 9/20/2001	\$0.00	\$167.08	\$1,338.50	\$0.00	\$0.00	\$0.00	\$19,672.80	\$1,338.50	\$0.00	\$0.00	\$19,672.80	
38. 10/20/2001	\$300.00	\$161.69	\$1,500.20	\$300.00	\$0.00	\$0.00	\$19,672.80	\$1,200.20	\$0.00	\$0.00	\$19,672.80	
39. 11/20/2001	\$0.00	\$167.08	\$1,367.28	\$0.00	\$0.00	\$0.00	\$19,672.80	\$1,367.28	\$0.00	\$0.00	\$19,672.80	
40. 12/20/2001	\$0.00	\$161.69	\$1,528.97	\$0.00	\$0.00	\$0.00	\$19,672.80	\$1,528.97	\$0.00	\$0.00	\$19,672.80	
Total 2001	\$600.00	\$1,967.28		\$600.00	\$0.00	\$0.00			\$0.00	\$0.00		

WAYNE SALDEN												
MIKE LINDELL LOAN												
AMORTIZATION SCHEDULE												
PAGE 2 OF 3												
Date	Actual Payment	INTEREST				PRINCIPAL				Net Cumulative Interest	PRINCIPAL	
		Current Month Interest	Cumulative Interest Due	Payment To Interest	Payment To Principal	Principal Applied	Principal Balance					
17. 1/20/2000	\$1,000.00	\$213.35	\$213.35	\$213.35	\$786.65	\$786.65	\$24,333.40		(\$0.00)	\$786.65	\$24,333.40	
18. 2/20/2000	\$0.00	\$206.67	\$206.67	\$0.00	\$0.00	\$0.00	\$24,333.40		\$206.67	\$0.00	\$24,333.40	
19. 3/20/2000	\$1,000.00	\$193.33	\$400.00	\$400.00	\$600.00	\$600.00	\$23,733.40		\$0.00	\$600.00	\$23,733.40	
20. 4/20/2000	\$1,000.00	\$201.57	\$201.57	\$201.57	\$798.43	\$798.43	\$22,934.97		\$0.00	\$798.43	\$22,934.97	
21. 5/20/2000	\$1,000.00	\$188.51	\$188.51	\$188.51	\$811.49	\$811.49	\$22,123.48		(\$0.00)	\$811.49	\$22,123.48	
22. 6/20/2000	\$1,000.00	\$187.90	\$187.90	\$187.90	\$812.10	\$812.10	\$21,311.38		(\$0.00)	\$812.10	\$21,311.38	
23. 7/20/2000	\$1,000.00	\$175.16	\$175.16	\$175.16	\$824.84	\$824.84	\$20,486.54		\$0.00	\$824.84	\$20,486.54	
24. 8/20/2000	\$0.00	\$174.00	\$174.00	\$0.00	\$0.00	\$0.00	\$20,486.54		\$174.00	\$0.00	\$20,486.54	
25. 9/20/2000	\$0.00	\$174.00	\$347.99	\$0.00	\$0.00	\$0.00	\$20,486.54		\$347.99	\$0.00	\$20,486.54	
26. 10/20/2000	\$1,000.00	\$168.38	\$516.37	\$516.37	\$483.63	\$483.63	\$20,002.91		\$0.00	\$483.63	\$20,002.91	
27. 11/20/2000	\$500.00	\$169.89	\$169.89	\$169.89	\$330.11	\$330.11	\$19,672.80		(\$0.00)	\$330.11	\$19,672.80	
28. 12/20/2000	\$0.00	\$161.69	\$161.69	\$0.00	\$0.00	\$0.00	\$19,672.80		\$161.69	\$0.00	\$19,672.80	
Total 2000	\$7,500.00	\$2,214.44		\$2,052.75	\$5,447.25	\$5,447.25				\$5,447.25		
29. 1/20/2001	\$0.00	\$167.08	\$328.78	\$0.00	\$0.00	\$0.00	\$19,672.80		\$328.78	\$0.00	\$19,672.80	
30. 2/20/2001	\$0.00	\$167.08	\$495.86	\$0.00	\$0.00	\$0.00	\$19,672.80		\$495.86	\$0.00	\$19,672.80	
31. 3/20/2001	\$0.00	\$150.91	\$646.78	\$0.00	\$0.00	\$0.00	\$19,672.80		\$646.78	\$0.00	\$19,672.80	
32. 4/20/2001	\$0.00	\$167.08	\$813.86	\$0.00	\$0.00	\$0.00	\$19,672.80		\$813.86	\$0.00	\$19,672.80	
33. 5/20/2001	\$0.00	\$161.69	\$975.56	\$0.00	\$0.00	\$0.00	\$19,672.80		\$975.56	\$0.00	\$19,672.80	
34. 6/20/2001	\$0.00	\$167.08	\$1,142.64	\$0.00	\$0.00	\$0.00	\$19,672.80		\$1,142.64	\$0.00	\$19,672.80	
35. 7/20/2001	\$0.00	\$161.69	\$1,304.33	\$0.00	\$0.00	\$0.00	\$19,672.80		\$1,304.33	\$0.00	\$19,672.80	
36. 8/20/2001	\$300.00	\$167.08	\$1,471.42	\$300.00	\$0.00	\$0.00	\$19,672.80		\$1,171.42	\$0.00	\$19,672.80	
37. 9/20/2001	\$0.00	\$167.08	\$1,338.50	\$0.00	\$0.00	\$0.00	\$19,672.80		\$1,338.50	\$0.00	\$19,672.80	
38. 10/20/2001	\$300.00	\$161.69	\$1,500.20	\$300.00	\$0.00	\$0.00	\$19,672.80		\$1,200.20	\$0.00	\$19,672.80	
39. 11/20/2001	\$0.00	\$167.08	\$1,367.28	\$0.00	\$0.00	\$0.00	\$19,672.80		\$1,367.28	\$0.00	\$19,672.80	
40. 12/20/2001	\$0.00	\$161.69	\$1,528.97	\$0.00	\$0.00	\$0.00	\$19,672.80		\$1,528.97	\$0.00	\$19,672.80	
Total 2001	\$600.00	\$1,967.28		\$600.00	\$0.00	\$0.00				\$0.00		

**WAYNE SALDEN
MIKE LINDELL LOAN
AMORTIZATION SCHEDULE**

PAGE 3 OF 3

Date	Actual Payment	INTEREST				PRINCIPAL		
		Current Month Interest	Cumulative Interest Due	Payment Applied		Net Cumulative Interest	Payment Applied To Principal	Principal Balance
				To Interest				
41. 1/20/2002	\$0.00	\$167.08	\$1,696.06	\$0.00	\$0.00	\$1,696.06	\$0.00	\$19,672.80
42. 2/20/2002	\$0.00	\$167.08	\$1,863.14	\$0.00	\$0.00	\$1,863.14	\$0.00	\$19,672.80
43. 3/20/2002	\$0.00	\$150.91	\$2,014.06	\$0.00	\$0.00	\$2,014.06	\$0.00	\$19,672.80
44. 4/20/2002	\$0.00	\$167.08	\$2,181.14	\$0.00	\$0.00	\$2,181.14	\$0.00	\$19,672.80
45. 5/20/2002	\$0.00	\$161.69	\$2,342.84	\$0.00	\$0.00	\$2,342.84	\$0.00	\$19,672.80
46. 6/20/2002	\$0.00	\$167.08	\$2,509.92	\$0.00	\$0.00	\$2,509.92	\$0.00	\$19,672.80
47. 7/20/2002	\$0.00	\$161.69	\$2,671.61	\$0.00	\$0.00	\$2,671.61	\$0.00	\$19,672.80
48. 8/20/2002	\$0.00	\$167.08	\$2,838.70	\$0.00	\$0.00	\$2,838.70	\$0.00	\$19,672.80
49. 9/20/2002	\$0.00	\$167.08	\$3,005.78	\$0.00	\$0.00	\$3,005.78	\$0.00	\$19,672.80
50. 10/20/2002	\$0.00	\$161.69	\$3,167.48	\$0.00	\$0.00	\$3,167.48	\$0.00	\$19,672.80
51. 11/20/2002	\$0.00	\$167.08	\$3,334.56	\$0.00	\$0.00	\$3,334.56	\$0.00	\$19,672.80
52. 12/20/2002	\$0.00	\$161.69	\$3,496.25	\$0.00	\$0.00	\$3,496.25	\$0.00	\$19,672.80
Total 2002	\$0.00	\$1,967.28		\$0.00			\$0.00	
53. 1/20/2003	\$0.00	\$167.08	\$3,663.34	\$0.00	\$0.00	\$3,663.34	\$0.00	\$19,672.80
54. 2/20/2003	\$0.00	\$167.08	\$3,830.42	\$0.00	\$0.00	\$3,830.42	\$0.00	\$19,672.80
55. 3/20/2003	\$0.00	\$150.91	\$3,981.34	\$0.00	\$0.00	\$3,981.34	\$0.00	\$19,672.80
56. 4/20/2003	\$0.00	\$167.08	\$4,148.42	\$0.00	\$0.00	\$4,148.42	\$0.00	\$19,672.80
57. 5/20/2003	\$0.00	\$161.69	\$4,310.12	\$0.00	\$0.00	\$4,310.12	\$0.00	\$19,672.80
58. 6/20/2003	\$0.00	\$167.08	\$4,477.20	\$0.00	\$0.00	\$4,477.20	\$0.00	\$19,672.80
59. 7/20/2003	\$0.00	\$161.69	\$4,638.89	\$0.00	\$0.00	\$4,638.89	\$0.00	\$19,672.80
60. 8/20/2003	\$0.00	\$167.08	\$4,805.98	\$0.00	\$0.00	\$4,805.98	\$0.00	\$19,672.80
61. 9/20/2003	\$0.00	\$167.08	\$4,973.06	\$0.00	\$0.00	\$4,973.06	\$0.00	\$19,672.80
62. 10/20/2003	\$0.00	\$161.69	\$5,134.76	\$0.00	\$0.00	\$5,134.76	\$0.00	\$19,672.80
63. 11/20/2003	\$0.00	\$167.08	\$5,301.84	\$0.00	\$0.00	\$5,301.84	\$0.00	\$19,672.80
64. 12/20/2003	\$0.00	\$161.69	\$5,463.53	\$0.00	\$0.00	\$5,463.53	\$0.00	\$19,672.80
Total 2003	\$0.00	\$1,967.28		\$0.00			\$0.00	
65. 1/20/2004	\$0.00	\$167.08	\$5,630.62	\$0.00	\$0.00	\$5,630.62	\$0.00	\$19,672.80
66. 2/20/2004	\$0.00	\$167.08	\$5,797.70	\$0.00	\$0.00	\$5,797.70	\$0.00	\$19,672.80
Total 2004	\$0.00	\$334.17		\$0.00			\$0.00	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Michael J. Lindell
Karen A. Lindell

Debtor(s).

SIGNATURE DECLARATION

Case No. 04-41269

- ☐ PETITION, SCHEDULES & STATEMENTS
☐ CHAPTER 13 PLAN
☐ SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
☐ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
☐ MODIFIED CHAPTER 13 PLAN
☒ OTHER (Please describe: Objection to Claim of Wayne Salden, Affidavit of Michael Lindell)

I [We], the undersigned debtor(s) or authorized representative of the debtor, ***make the following declarations under penalty of perjury:***

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- **[individual debtors only]** If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: 9/15/05

X


Signature of Debtor or Authorized Representative

Michael J. Lindell

Printed Name of Debtor or Authorized Representative

X


Signature of Joint Debtor

Karen A. Lindell

Printed Name of Joint Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 04-41269
Chapter 7

Michael J. Lindell and
Karen A. Lindell,
Debtors.

MEMORANDUM OF LAW

INTRODUCTION

Debtors submit this Memorandum of Law in support of their motion objecting to the claim of Wayne Salden in the amount of \$25,470.50. The Trustee has collected enough from preferential payments and fraudulent transfers to pay all claims in full. Mr. Salden was repaid in full between 1998 and 2001 and he has no valid claim.

FACTS

Claimant and debtor Michael Lindell have known each other since 1972 when they were in 7th grade and have been friends most of their lives. In 1989 Mr. Salden married debtor's sister and they have a son together (they are since divorced). Debtors have a son about the same age as claimant's son, and they are best friends and cousins and they are back and forth between each others houses weekly (daily during the summer). The parties live only about two miles apart and they have hunted and fished together most of their adult life until just the past few years.

In addition to their personal relationship, they have owned bars and restaurants together in Carver County, Minnesota for many years and were partners on two bars prior to Mr. Salden's first car accident in 1997. They both know the same people both personally and professionally.

In October 1997 Mr. Salden fell off the hood of a car at their bar in Carver County and suffered severe head injuries (he was in a coma for two weeks). It took a long time for Mr. Salden to recover. The parties sold their bar shortly after the accident. In the spring/summer of 1998 Mr. Salden received a settlement of \$30,000.00 from the car owner's insurance company. These are the funds which are the subject matter of the loans between Mr. Salden and the debtor. At the time of the loans they did not own any bars together and the loans were for personal reasons.

Mr. Salden's claim is for \$25,470.50. As proof he attaches a promissory note (undated) for \$30,000.00 at 10% interest requiring payment of \$1000.00 per month. The note is between Mike Lindell and Wayne Salden in Mr. Salden's handwriting. Also attached is a multipage amortization schedule showing interest and payments and a final balance.

Shortly after this bankruptcy was filed in early 2004, Mr. Salden commenced a Section 727 Adversary Proceeding against debtors. . Through formal discovery Mr. Salden provided a list of payments he received from the debtor in Mr. Salden's handwriting (Exhibit "L"). Mr. Salden maintained his list was kept month to month as he received the payments starting in 1998 and ending in late 2001. Mr. Salden admits he received payments of \$17,100.00 from the debtor. At Mr. Salden's deposition in September 2004 Mr. Salden produced the original of this list still in the spiral notebook he allegedly kept track of these payments in since 1998. During the deposition, under oath it was determined and admitted to by Mr. Salden that the spiral notebook was published in 2001 so his list was a forgery. Also all of the entries on the list were made in

the same color ink with the same pen. After this obvious forgery was established, Mr. Salden delivered another allegedly “original list of payments” to his attorney the next day that was identical in every respect except he altered the ink colors to make it look more authentic (i.e. to make it appear that it was kept over a several year period). Mr. Salden forged both lists and he also forged the promissory note which clearly came out of the same spiral notebook. Mr. Salden never kept track of the payments he received and the parties never agreed to a 10% interest loan.

The debtor has produced checks and bank statements show payments to Mr. Salden between 1998 and late 2001 which repaid Mr. Salden far more than what were loaned. These amounts are set forth in the debtor’s Affidavit and Exhibits.

Claimant’s undated promissory note for \$30,000.00 at 10% interest is a forgery. Claimant signed the debtor’s name without the debtor’s permission. This is really the second forgery. The first forgery had Debtor’s name signed as Mike Lindell. After the debtor pointed out that he has always signed his name as “Michael J. Lindell” Mr. Salden prepared a new forgery (Exhibit M). The forgery is clearly in Claimant’s handwriting. He signed “Lindell” with a small “l” rather than a capital “L”; he tailed off the last “l” and his “l” look exactly like the “l” in “Salden”. Also, the promissory note is written on a spiral notebook which looks like the same spiral notebook the summary of payments is written in (and was published in 2001).

Notwithstanding the forged promissory note, Claimant is simply wrong about the amount of the loans and the amount of the repayments. After Claimant received his \$30,000.00 in 1998, the parties opened a joint IDS account (Exhibit A). Claimant over drafted this account by December 1998 and the account was closed. Claimant borrowed the debtor \$46,000.00 between May 1998 and September 22, 1998. The debtor repaid most of the loan by December 1998 and the balance over the next few years. During 2001 Claimant kept demanding more money from

the debtor even though the loan had been repaid and to keep Claimant happy the debtor overpaid Claimant by \$4633.60 and gave him a boat, motor and trailer in December 2001 worth \$3500.00. The debtor never agreed to pay interest and did not execute a promissory note.

During the past couple of years Claimant has contacted about six different attorneys to sue the debtor for one reason or another. Claimant alleged that the debtor bounced a check for \$57.00 and failed to pay a disability premium in 1997 and wanted to sue Mr. Lindell for lack of disability coverage. After reviewing several years of bank records it was determined there was never any such check ever written. The debtor never heard back from that attorney.

ARGUMENT

CLAIMANT HAS NO CLAIM AGAINST DEBTOR AND HIS CLAIM SHOULD BE DENIED.

The issue in this case boils down to whether Mr. Salden has a claim against the Debtor and should be paid with property of the estate. According to Mr. Salden's claim, the debtor owes him \$25,470.50 for a \$30,000.00 loan made in 1998 with 10% annual simple interest. Exhibit Q is an amortization schedule prepared by Plaintiff that calculates the interest and payments.

Under Minn. Stat. Section 334.01 interest on a legal indebtedness shall be at the rate of \$6 upon \$100 for a year (6%) unless a different rate is contracted for in writing. The maximum amount that may be contracted for is \$8 on \$100 (8%). There are numerous exceptions to this statute for mortgages and lending institutions but none of the exceptions apply between two individuals on a personal loan.

Mr. Salden's promissory note he seeks to enforce in this case is clearly a violation of Minn. Stat. Section 334.01 since it calls for 10% interest. Under Minn. Stat. Section 334.03 a

usurious contract is void. Minn. Stat. Section 334.05 bestows upon court the power to invalidate a usurious contract which reads as follows:

334.05 Usurious contracts; cancellation.

When it satisfactorily appears to a court that any bond, bill, note, assurance, pledge, conveyance, contract, security, or evidence of debt is void under the provisions of this chapter it shall declare the same to be void, enjoin any proceeding thereon, and order it to be canceled and given up.

Since claimant's promissory note is usurious and therefore void, he has no claim against the debtor and the estate and he is not a creditor within the meaning of 11 U.S.C. Section 727(c) (1).

In addition to the void promissory note, the debtor has provided prima fascia evidence that the entire loan was repaid by the end of 2001. It is therefore incumbent upon Mr. Salden to show not only that the promissory note is not usurious and thus void, but that the debtor has not repaid the entire loan. Mr. Salden cannot possibly show a claim in this case...

Dated: 9/13/05

/e/ Mark L. Soule
Mark L. Soule #172078
Attorney at Law
816 West St. Germain St. #503
St. Cloud, MN 56301
320-251-0999

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Michael J. Lindell

Karen A. Lindell

Debtors,

BKY NO: 04-41269

CERTIFICATE OF SERVICE

I, Mark L. Soule, attorney for the above-named debtor(s), hereby certify that on the 16th day of September 2005 I served by first class mail the following documents:

Notice of Hearing and Motion Objecting to the Claim of Wayne Salden, Affidavit of Defendant Michael J. Lindell, Exhibits, Memorandum of Law, Order upon the following:

Dwight Lindquist	US Trustee	Wayne Salden
Chapter 7 Trustee	1015 US Courthouse	15775 Co. Rd. 43
1510 Rand Tower	300 So. 4 th Street	Carver, MN 55315
527 Marquette Avenue	Minneapolis, MN 55415	
Minneapolis, MN 55402		

I declare under penalty of perjury that the foregoing is true and correct:

Dated: 9/16/05

/e/Mark L. Soule

Mark L. Soule Reg. No. 172078
Attorney at Law
816 West St. Germain
St. Cloud, MN 56301
(320)-251-0999

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Michael J. Lindell and
Karen A. Lindell, asf
Twin Silver Inc.,**

BKY No.: 04-41269

Debtor.

ORDER

The above entitled matter came on before this court on the 26th day of October 2005. The above debtors brought a motion objecting to the claim of Wayne Salden (Claim number 4 amending claim number 2).

Based upon the evidence submitted and arguments of counsel,

IT IS HEREBY ORDERED:

That the claim of Wayne Salden is denied.

Dated: _____

Robert J. Kressel
United States Bankruptcy Judge